United States Bankruptcy Court for the District of New Jersey
Order Filed on
7/7/2008
by Clerk U.S. Bankruptcy
Court District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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In re:

PAULETTE KRELMAN,

Debtor.

In Proceedings Under Chapter 7
of the United States Bankruptcy Code

Case No. 07-10121 (MS)

STIPULATION AND CONSENT ORDER SETTLING OBJECTIONS TO EXEMPTIONS AND OBJECTIONS TO DISCHARGE AND DISCHARGEABILITY

The relief set forth on the following pages is hereby **ORDERED.**

DATED: 7/7/2008

Honorable Morris Stern
United States Bankruptcy Judge

THIS STIPULATION (the "Stipulation") is made by and between the debtor Paulette Krelman ("Krelman"), Jeffrey A. Lester as Chapter 7 Trustee of Krelman's bankruptcy estate (the "Chapter 7 Trustee"), Merrill Lynch Commercial Finance Corp. ("MLCFC"), the assignee of the interest of Merrill Lynch Business Financial Services Inc., and JPMorgan Chase Bank, N.A. ("Chase" and, together with Krelman, the Chapter 7 Trustee and MLCFC, the "Parties"), by and through their undersigned counsel, and is made with reference to the following facts:

WHEREAS, Krelman was a shareholder, officer and director of PITTRA G.B. International, Inc. ("PITTRA"), and a member and officer of PGB International, LLC ("PGB"); and

WHEREAS, MLCFC made a loan to PITTRA (the "MLCFC Loan"); and

WHEREAS, Krelman executed at least one unconditional guaranty of the MLCFC Loan; and

WHEREAS, MLCFC asserts that Krelman has personal liability for the MLCFC Loan; and

WHEREAS, Chase made a loan to PGB (the "Chase Loan"); and

WHEREAS, Chase asserts that Krelman executed an unconditional guaranty of the Chase Loan; and

WHEREAS, Krelman denies that she executed an unconditional guaranty of the Chase Loan; and

WHEREAS, Chase asserts that Krelman has personal liability for the Chase Loan; and

WHEREAS, PITTRA defaulted on its obligations to MLCFC under the MLCFC Loan, and PGB defaulted on its obligations to Chase under the Chase Loan; and

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WHEREAS, on or about October 5, 2006, MLCFC filed a lawsuit against Krelman, among others, seeking to recover the amount due on the MLCFC Loan, entitled Merrill Lynch Business Financial Services, Inc. v. Arthur Kupperman, et al., Civil Action No. 06-Civ-4802 (DMC), as amended, pending in the United States District Court for the District of New Jersey (the "District Court Action"); and

WHEREAS, Chase filed cross-claims against Krelman in the District Court Action seeking to recover the amount due on the Chase Loan; and

WHEREAS, Krelman filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code") on January 3, 2007 (the "Petition Date"); and

WHEREAS, Jeffrey Lester was appointed as Chapter 7 Trustee of Krelman's bankruptcy estate; and

WHEREAS, on Schedule C of the Statements and Schedule of Financial Affairs filed with her petition, Krelman claimed as exempt her interests in an Individual Retirement Account ("IRA"), a 401K account and a trust (the "Krelman Trust"); and

WHEREAS, the Chapter 7 Trustee, MLCFC and Chase have disputed that the IRA, 401K and Krelman Trust are exempt; and

WHEREAS, Krelman has asserted that the residence in which she resides is not property of the bankruptcy estate, as being owned by the Krelman Trust, an independent trust established long before any financial difficulties or any alleged indebtedness to MLCFC or Chase; and

WHEREAS, the Chapter 7 Trustee, MLCFC and Chase have asserted that the residence should be deemed estate property, since Krelman was allegedly both the settler of the trust and is a beneficiary of the trust; and

WHEREAS, MLCFC and Chase have each filed proofs of claim in the bankruptcy proceeding for the amounts due in connection with the default of the MLCFC Loan and the Chase Loan, respectively; and

WHEREAS, MLCFC and Chase have asserted that their respective claims may be non-dischargeable; and

WHEREAS, the Chapter 7 Trustee has asserted that Krelman may not be entitled to a discharge; and

WHEREAS, this Court has entered orders extending the Chapter 7 Trustee's, MLCFC's and Chase's time to object to the items listed as exempt property by Krelman and to file a complaint objecting to discharge, pursuant to Bankruptcy Code § 727, or dischargeability, pursuant to Bankruptcy Code § 523, while the parties discussed settlement of these matters; and

WHEREAS, the Parties have agreed to resolve the issues between them as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is hereby stipulated and agreed to by the Parties as follows:

1. Krelman shall pay the sum of $540,000.00 in good and immediately available funds (the "Settlement Amount") to the Chapter 7 Trustee within sixty (60) days of the entry of a discharge in favor of Krelman on the docket in the bankruptcy case, but in all events no later than September 22, 2008, time being of the essence, in full and final settlement and satisfaction of all claims, except as otherwise set forth in this Stipulation, which the Chapter 7 Trustee, MLCFC and/or Chase may assert against Krelman, the residence in which she resides, or against any property in which Krelman or the Krelman Trust is alleged to hold an interest, including,

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without limitation: (i) claims related to Krelman's exemptions; (ii) claims for the denial of Krelman's discharge; (iii) claims to deny the dischargeability of any debts due by Krelman; and (iv) claims that any property constitutes property of the bankruptcy estate. As soon as possible after the execution of this Stipulation, Krelman shall pay to the Chapter 7 Trustee the full amount of the proceeds derived from a liquidation of the securities held by the Krelman Trust (the "Liquidated Balance"), without further Order of the Court, and the Liquidated Balance shall, upon receipt, be credited toward the Settlement Amount. Krelman shall satisfy the balance of the Settlement Amount, within sixty (60) days of the entry of a discharge in favor of Krelman on the docket in the bankruptcy case, but in all events no later than September 22, 2008, time being of the essence, by either obtaining a mortgage loan on the residence in which she resides, located at 43 Hampshire Drive, Mendham, New Jersey (the "Residence") or selling said Residence. As soon as possible after the execution of this Stipulation, Krelman shall provide the Chapter 7 Trustee with a deed in lieu of foreclosure (the "Deed") for the Residence. The Chapter 7 Trustee shall not record the Deed before the 60th day following the entry of a discharge in favor of Krelman and shall return the Deed to Krelman when she satisfies the balance of the Settlement Amount. If Krelman fails to timely satisfy the balance of the Settlement Amount on or before the 60th day following the entry of a discharge in favor of Krelman, then the Chapter 7 Trustee shall record the Deed, thus transferring good and marketable title to the Residence to the Chapter 7 Trustee. The Chapter 7 Trustee shall thereafter sell the Residence and apply the proceeds of such sale first to the costs of sale, second to pay the balance of the Settlement Amount to MLCFC and Chase in accordance with the terms hereof, and the remainder, if any, shall be paid to Krelman. In the event that the Settlement Amount is not timely paid by Krelman, and in the

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further event that the Settlement Amount is not satisfied by the proceeds of the sale of the Residence by the Chapter 7 Trustee, MLCFC and Chase, in addition to any and all other remedies set forth herein, may at their sole and absolute discretion be entitled to jointly declare this Stipulation null and void without further notice of any kind, except that, in this event, the release provided for in paragraph 10 of this Stipulation will survive and remain in force and effect. Notwithstanding anything herein to the contrary, Krelman's failure to pay the Settlement Amount by the earlier of sixty (60) days after entry of a discharge, or September 22, 2008, shall not constitute a breach of this Stipulation as long as Krelman has provided the Deed to the Chapter 7 Trustee, and as long as the net proceeds of the sale of the Residence by the Chapter 7 Trustee are sufficient to satisfy any remaining balance of the Settlement Amount.

2. Upon receipt of funds from Krelman in full or partial satisfaction of the Settlement Amount, the Chapter 7 Trustee shall hold these funds in an interest bearing account pending distribution. MLCFC's timely filed proof of claim shall be and hereby is deemed amended to reflect an unsecured claim in the amount of $4,035,716.92, and such claim is allowed in this amount. Chase's timely filed proof of claim shall be and hereby is deemed amended to reflect an unsecured claim in the amount of $2,609,277.60, and such claim is allowed in this amount. Upon the entry of a final and non-appealable order by the Bankruptcy Court approving this Stipulation and upon receipt of the Liquidated Balance, the Chapter 7 Trustee shall make an interim distribution of 80% of the Liquidated Balance as follows: 60.73% to MLCFC and 39.27% to Chase. The Chapter 7 Trustee may make other interim distributions as he deems appropriate. The remaining balance of the Settlement Amount, after interim distributions, will be paid by the Trustee in the ordinary course upon the entry of the Court's

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Order approving the Trustee's final report as follows: the Trustee shall first subtract his administrative expenses of not more than $40,000.00, second shall pay Jersey Central Power & Light the applicable percentage of its proof of claim, and shall pay 60.73% of the remaining balance of the Settlement Amount to MLCFC and 39.27% of the remaining balance of the Settlement Amount to Chase. MLCFC and Chase agree that in the event of any shortage in distribution to any other claimant, Chase and Merrill will disgorge improperly received sums..

3. Upon the entry of a final and non-appealable order by the Bankruptcy Court approving this Stipulation and the Chapter 7 Trustee's timely receipt of the Settlement Amount: (i) the Trustee shall be deemed to have abandoned any and all property of Krelman's bankruptcy estate and such property shall be deemed revested in Krelman; and (ii) all writs of attachment (the "Writs") issued in the District Court Action against Krelman and/or her real and personal property and/or the Krelman Trust shall be released.

4. This Stipulation is subject to, and conditioned upon, the entry of a final and non-appealable order by the Bankruptcy Court approving this Stipulation. Upon execution of this Stipulation by all Parties, the Chapter 7 Trustee shall circulate a Notice of Settlement of Controversy. After the time for objection to the Notice of Settlement of Controversy has expired, the Chapter 7 Trustee agrees to use diligent efforts to submit the Stipulation to the Bankruptcy Court for approval. If, for any reason, this Stipulation is not approved by the Bankruptcy Court, the Stipulation shall be deemed null and void and the Chapter 7 Trustee shall promptly return the Settlement Amount to Krelman. Upon Bankruptcy Court approval of this Stipulation, the Clerk of the Bankruptcy Court is hereby authorized, directed and empowered to issue immediately a discharge in favor of Krelman.

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5. In the event that this Stipulation shall become null and void pursuant to paragraph 4 of this Stipulation, neither the terms and statements contained herein, nor any correspondence between the Parties which was related to the negotiation, drafting or approval of this Stipulation, shall be argued or deemed to be an admission against any of the Parties.

6. The Chapter 7 Trustee, MLCFC and Chase have relied upon the representations contained in the Affidavit of Paulette Krelman, attached hereto as **Exhibit A** (the "Affidavit"), in executing this Stipulation. If any representation contained in the Affidavit is materially false or materially misleading (the failure to disclose the ownership of real or personal property with an aggregate fair market value equal to or in excess of $10,000 is *per se* materially false), or if Krelman fails to comply with any other obligations set forth herein, then: (i) any and all terms, conditions or provisions of this Stipulation inuring to the benefit of Krelman and/or her representatives, agents, attorneys, servants, administrators, heirs, executors, beneficiaries and assigns shall thereupon be null and void (and without limitation of the foregoing, paragraph 9 of this Stipulation shall thereupon be null and void and paragraphs 14, 15 and 16 of this Stipulation, to the extent that they inure to the benefit of Krelman and/or her representatives, agents, attorneys, servants, administrators, heirs, executors, beneficiaries and assigns, shall also thereupon be null and void); (ii) Krelman consents to reinstatement of this action, if and as necessary, and to the entry of judgment against her and in favor of MLCFC in the amount of $4,035,716.92, representing the principal amount owed to MLCFC, less any amounts paid to MLCFC after execution of the Stipulation and in satisfaction of the MLCFC Loan, plus interest at the rate of ten percent (10%) from the date of this Stipulation until the date of entry of the judgment, plus all reasonable legal fees and costs incurred by MLCFC in connection with the

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above-captioned action (the "MLCFC Judgment"), which MLCFC Judgment is attached hereto as **Exhibit B**, and such MLCFC Judgment shall accrue interest at the rate of ten percent (10%) per annum from the date of its entry; (iii) Krelman consents to reinstatement of this action, if and as necessary, and to the entry of judgment against her and in favor of Chase in the amount of $2,609,277.60, representing the principal amount owed to Chase, less any amounts paid to Chase after execution of the Stipulation and in satisfaction of the Chase Loan, plus interest at the rate of ten percent (10%) from the date of this Stipulation until the date of entry of the judgment, plus all reasonable legal fees and costs incurred by Chase in connection with the above-captioned action (the "Chase Judgment" and, together with the MLCFC Judgment, the "Judgments"), which Chase Judgment is attached hereto as **Exhibit C**, and such Chase Judgment shall accrue interest at the rate of ten percent (10%) per annum from the date of its entry; (iv) MLCFC shall have the absolute and unconditional right to reinstate this action, if and as necessary, and to seek to enter, file and enforce the MLCFC Judgment; (v) Chase shall have the absolute and unconditional right to reinstate this action, if and as necessary, and to seek to enter, file and enforce the Chase Judgment; and (vi) the Settlement Amount shall not be returned to Krelman. Krelman reserves the right to argue that any specific representation is not materially false or materially misleading.

7. In the event that any representation contained in the Affidavit is materially false or materially misleading, or if Krelman fails to comply with any other obligations set forth herein, and MLCFC enters the MLCFC Judgment and/or Chase enters the Chase Judgment, both as provided in paragraph 6 of this Stipulation: (i) Krelman shall be deemed to have waived, and shall waive to the fullest extent allowed and/or necessary, any and all defenses created by the

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passage of time, including, but not limited to, statutes of limitation and laches; (ii) Krelman shall be deemed to have waived, and shall waive to the fullest extent allowed and/or necessary, any discharge that Krelman obtains against any and all claims of MLCFC and Chase in the above-captioned Bankruptcy case or any subsequent proceeding under the Bankruptcy Code, together with any and all defenses relating to any discharge that Krelman obtains in the above-captioned Bankruptcy case or any subsequent proceeding under the Bankruptcy Code; (iii) any discharge that Krelman obtains against any and all claims of MLCFC and Chase in the above-captioned Bankruptcy case or any subsequent proceeding under the Bankruptcy Code shall thereupon be revoked and shall be null and void as against any and all claims asserted by the Chapter 7 Trustee, MLCFC and/or Chase; and (iv) to the extent necessary, MLCFC and Chase are granted relief from the automatic stay to allow MLCFC and Chase to execute upon any of Krelman's assets.

8. Any discharge that Krelman obtains in the above-captioned Bankruptcy case or any subsequent proceeding under the Bankruptcy Code is expressly subject to the provisions set forth in paragraphs 6 and 7 of this Stipulation.

9. Upon the entry of a final and non-appealable order by the Bankruptcy Court approving this Stipulation, upon written confirmation by the Chapter 7 Trustee that he has received the Settlement Amount and except for the obligations created by or preserved in this Stipulation, the Chapter 7 Trustee, in his role as Chapter 7 Trustee of Krelman's bankruptcy estate, MLCFC and Chase, for themselves and their representatives, agents, employees, attorneys, servants, predecessors, successors, affiliates, subsidiaries, divisions, parents, insurers, stockholders, shareholders, owners, partners, officers, directors, insurers, administrators, heirs,

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executors, beneficiaries and assigns (the "Creditor Releasors"), shall hereby release, acquit and forever discharge Krelman and her representatives, agents, attorneys, servants, administrators, heirs, executors, beneficiaries and assigns, but in all events excluding PITTRA, PGB, IFIG USA, Inc., Arthur Kupperman, E. Ross Browne, Arthur Krelman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, Budd Larner, P.C., AK Capital and any other entity controlled directly or indirectly by Arthur Kupperman (the "Krelman Releasees"), from all manner of actions, suits, proceedings, causes of action, claims, debts, assessments, dues, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, expenses, accounts, bills, liabilities, obligations, or demands of any kind whatsoever, whether foreseen or unforeseen, matured or unmatured, known or unknown or hereafter discovered, accrued or not accrued, absolute or contingent, liquidated or unliquidated, direct or indirect, in law or in equity, or arising under or by virtue of any statute or regulation, including, without limitation, the Bankruptcy Code and the Bankruptcy Rules, which the Creditor Releasors ever had, now have, or hereafter can, shall or may have against the Krelman Releasees, for, upon, or by reason of any matter, cause or thing whatsoever up to the date of this Stipulation. For the avoidance of doubt, nothing in this paragraph is intended or shall be deemed to apply to any actions, suits, proceedings, causes of action, claims, debts, assessments, dues, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, expenses, accounts, bills, liabilities, obligations, or demands of the Creditor Releasors with respect to or against PITTRA, PGB, IFIG USA, Inc., Arthur Kupperman, E. Ross Browne, Arthur Krelman, PGB International, Inc., G.B.

International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, Budd Larner, P.C., AK Capital and any other entity controlled directly or indirectly by Arthur Kupperman, and PITTRA, PGB, IFIG USA, Inc., Arthur Kupperman, E. Ross Browne, Arthur Krelman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, Budd Larner, P.C., AK Capital and any other entity controlled directly or indirectly by Arthur Kupperman shall under no circumstances be deemed to constitute "Krelman Releasees" within the meaning of this paragraph.

10. Upon the entry of a final and non-appealable order by the Bankruptcy Court approving this Stipulation, except for the obligations created by or preserved in this Stipulation, Krelman, for herself and her representatives, agents, attorneys, servants, administrators, heirs, executors, beneficiaries and assigns (the "Krelman Releasors"), shall hereby absolutely and irrevocably release, acquit and forever discharge the Chapter 7 Trustee, in his role as Chapter 7 Trustee of Krelman's bankruptcy estate, MLCFC and Chase, and their representatives, agents, employees, attorneys, servants, predecessors, successors, affiliates, subsidiaries, divisions, parents, insurers, stockholders, shareholders, owners, partners, officers, directors, insurers, administrators, heirs, executors, beneficiaries and assigns (the "Creditor Releasees") from all manner of actions, suits, proceedings, causes of action, claims, debts, assessments, dues, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, expenses, accounts, bills, liabilities, obligations, or demands of any kind whatsoever, whether foreseen or unforeseen, matured or unmatured, known or unknown or hereafter discovered, accrued or not accrued, absolute or contingent, liquidated or

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unliquidated, direct or indirect, in law or in equity, or arising under or by virtue of any statute or regulation, including, without limitation, the Bankruptcy Code and the Bankruptcy Rules, which the Krelman Releasors ever had, now have, or hereafter can, shall or may have against the Creditor Releasees, for, upon, or by reason of any matter, cause or thing whatsoever up to the date of this Stipulation. If this Stipulation is rescinded, canceled, annulled and/or rendered null and void for any reason other than the failure of the Bankruptcy Court to approve this Stipulation, the release set forth in this section shall survive any such rescission, cancellation, annulment or other nullification and shall remain in full force and effect.

11. Upon the entry of a final and non-appealable order by the Bankruptcy Court approving this Stipulation, and except for the obligations created by or preserved in this Stipulation, the Chapter 7 Trustee, in his role as Chapter 7 Trustee of Krelman's bankruptcy estate, shall hereby release, acquit and forever discharge, MLCFC and Chase, and their representatives, agents, employees, attorneys, servants, predecessors, successors, affiliates, subsidiaries, divisions, parents, insurers, stockholders, shareholders, owners, partners, officers, directors, insurers, administrators, heirs, executors, beneficiaries and assigns (the "Bank Releasees") from all manner of actions, suits, proceedings, causes of action, claims, debts, assessments, dues, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, expenses, accounts, bills, liabilities, obligations, or demands of any kind whatsoever, whether foreseen or unforeseen, matured or unmatured, known or unknown or hereafter discovered, accrued or not accrued, absolute or contingent, liquidated or unliquidated, direct or indirect, in law or in equity, or arising under or by virtue of any statute or regulation, including, without limitation, the Bankruptcy Code and the

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Bankruptcy Rules, which the Chapter 7 Trustee ever had, now has, or hereafter can, shall or may have against the Bank Releasees, for, upon, or by reason of any matter, cause or thing whatsoever up to the date of this Stipulation.

12. Upon the entry of a final and non-appealable order by the Bankruptcy Court approving this Stipulation, upon the Trustee's compliance with his obligations under this Stipulation and except for the obligations created by or preserved in this Stipulation, MLCFC and Chase, and their representatives, agents, employees, attorneys, servants, predecessors, successors, affiliates, subsidiaries, divisions, parents, insurers, stockholders, shareholders, owners, partners, officers, directors, insurers, administrators, heirs, executors, beneficiaries and assigns (the "Bank Releasors") shall hereby release, acquit and forever discharge, the Chapter 7 Trustee, in his role as Chapter 7 Trustee of Krelman's bankruptcy estate, from all manner of actions, suits, proceedings, causes of action, claims, debts, assessments, dues, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, expenses, accounts, bills, liabilities, obligations, or demands of any kind whatsoever, whether foreseen or unforeseen, matured or unmatured, known or unknown or hereafter discovered, accrued or not accrued, absolute or contingent, liquidated or unliquidated, direct or indirect, in law or in equity, or arising under or by virtue of any statute or regulation, including, without limitation, the Bankruptcy Code and the Bankruptcy Rules, which the Bank Releasors ever had, now have, or hereafter can, shall or may have against the Chapter 7 Trustee, in his role as Chapter 7 Trustee of Krelman's bankruptcy estate, for, upon, or by reason of any matter, cause or thing whatsoever up to the date of this Stipulation. For the avoidance of doubt, this paragraph shall only release claims against the Chapter 7 Trustee, in his role as Chapter 7

Trustee of Krelman's bankruptcy estate. This paragraph is not intended to, and shall not, release MLCFC's and Chase's filed proofs of claim against the Krelman bankruptcy estate, as such claims are amended by this Stipulation.

13. Krelman shall cooperate with MLCFC and Chase in connection with MLCFC's and Chase's claims against PGB, IFIG USA, Inc., Arthur Kupperman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, AK Capital and any other entity controlled directly or indirectly by Arthur Kupperman, including, without limitation, responding to discovery, both formal and informal, and providing affidavits. Krelman shall also inform MLCFC and Chase of the location of any and all assets of PGB, IFIG USA, Inc., Arthur Kupperman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, AK Capital and any other entity controlled directly or indirectly by Kupperman, and shall supplement this information if she subsequently learns the location of any assets. Krelman's obligation to cooperate with MLCFC and Chase and to identify the location of any and all assets of PGB, IFIG USA, Inc., Arthur Kupperman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, AK Capital and any other entity controlled directly or indirectly by Arthur Kupperman, shall be ongoing. Krelman shall not assert the Fifth Amendment Privilege against self-incrimination in connection with any request for cooperation. In connection with any request for cooperation, MLCFC and Chase shall reimburse Krelman for the reasonable out-of-pocket expenses actually incurred in responding to such request and for which Krelman provides verification, provided that any such reimbursable out-of-pocket

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expenses shall not include any attorneys' fees, costs or lost earnings incurred by or on behalf of Krelman.

14. This Stipulation shall be binding upon, and inure to the benefit of the Parties and their respective representatives, agents, employees, attorneys, servants, predecessors, successors, affiliates, subsidiaries, divisions, parents, insurers, stockholders, shareholders, owners, partners, officers, directors, insurers, administrators, heirs, executors, beneficiaries and assigns. Nothing in this Stipulation, express or implied, is intended to confer upon any person or entity other than the Parties or the respective successors and assigns, any rights or benefits under or by reason of this Stipulation. This Stipulation is not intended to inure to the benefit of, and shall not inure to the benefit of, PITTRA, PGB, IFIG USA, Inc., Arthur Kupperman, or E. Ross Browne and, accordingly, nothing contained in this Stipulation (including but not limited to any release described in paragraph 9 of this Stipulation) shall be construed to inure to their benefit in any way.

15. Except as expressly set forth herein, this Stipulation represents and contains the entire agreement and understanding among the Parties with respect to the subject matter of this Stipulation, and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the Parties unless incorporated herein. This Stipulation may not be amended or modified except by an agreement in writing signed by each of the Parties.

16. Each of the Parties shall pay his, her or its own expenses, including legal fees, incurred in the negotiation and documentation of the settlement memorialized in this Stipulation.

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17. Each of the Parties represent and acknowledge that they have full authority to execute this Stipulation, have completely read this Stipulation, have been provided with a reasonable period of time to review this Stipulation with legal counsel, and understand its terms and voluntarily accept same of their own choice.

18. Except as expressly set forth herein, and with the acknowledgment that MLCFC and Chase have relied upon the representations contained in the Affidavit, the Parties further represent and acknowledge that in entering into this Stipulation they are relying entirely upon their own judgment, beliefs and interests and, where applicable, the advice of their counsel and that they do not rely and have not relied upon a representation or statement made by any other of the Parties or any of their agents, representatives or attorneys, with regard to the subject matter, basis or effect of this Stipulation.

19. Each of the Parties and their counsel have reviewed this Stipulation and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Stipulation.

20. This Stipulation shall be interpreted and construed in accordance with the provisions of the Bankruptcy Code and, where not inconsistent, the laws of the State of New Jersey.

21. This Court shall retain non-exclusive jurisdiction to enter the Judgments and to hear and determine any and all matters related to the Judgments and any and all disputes, controversies, claims or other matters arising under or otherwise relating to this Stipulation, including any breach by Krelman of any term or condition of this Stipulation of Settlement or

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any claim by Krelman that an alleged misrepresentation was not materially false or materially misleading.

22. This Stipulation may be executed in counterparts, and when all counterparts have been executed, each executed counterpart shall have the force and effect of the original.

Debtor: PAULETTE KRELMAN
Case No.: 07-10121 (DHS)
Caption of Order: Stipulation and Consent Order Settling Objections to Exemptions and Objections to Discharge and Dischargeability

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IN WITNESS WHEREOF, the parties have executed this Stipulation.

Paulette Krelman

Dated: May 30, 2008

STATE OF NEW JERSEY)
)ss.:
COUNTY OF)

On the 30th day of May, 2008, before me personally came Paulette Krelman, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public
Attorney-at-Law
State of NJ

Debtor: PAULETTE KRELMAN
Case No.: 07-10121 (DHS)
Caption of Order: Stipulation and Consent Order Settling Objections to Exemptions and Objections to Discharge and Dischargeability

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Jeffrey A. Lester, Chapter 7 Trustee

Dated: 6/2, 2008

STATE OF NEW JERSEY)
)ss.:
COUNTY OF BERGEN)

On the 2nd day of ~~May~~ June, 2008, before me personally came Jeffrey A. Lester, Chapter 7 Trustee, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public
LILLIAN C. YOCOVELLI
A Notary Public of New Jersey
My Commission Expires 5/21/2011

Debtor: PAULETTE KRELMAN
Case No.: 07-10121 (DHS)
Caption of Order: Stipulation and Consent Order Settling Objections to Exemptions and Objections to Discharge and Dischargeability

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JPMORGAN CHASE BANK, N.A.

By:________________

Dated: 6/3, 2008

STATE OF New York)
)ss.:
COUNTY OF New York)

On the 3rd day of ~~May~~ June, 2008, before me personally came Robert Kuhn, to me known, who, being by me duly sworn, did depose and say that he is the Managing Director of JPMorgan Chase Bank, N.A., and that he signed his name thereto by virtue of authority from the Board of Directors of said National Association as the voluntary act and deed of said National Association.

JO ANNE C BARNES
Notary Public - State of New York
NO. 01BA6182670
Qualified in Dutchess County
My Commission Expires March 3, 2012

Jo Anne C Barnes
Notary Public

MERRILL LYNCH COMMERCIAL FINANCE CORP.

By: Cath L. Briel   Dated: JUNE 5, 2008

STATE OF)
)ss.:
COUNTY OF)

On the 5th day of ~~May~~ June, 2008, before me personally ~~came~~ Catherine L. Briel to me known, who, being by me duly sworn, did depose and say that he is the V.P. of Merrill Lynch Commercial Finance Corp., and that he signed his name thereto by virtue of authority from the Board of Directors of said corporation as the voluntary act and deed of said corporation.

Marlana Sanchez-Zarinana
Notary Public

OFFICIAL SEAL
MARLANA SANCHEZ-ZARINANA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/15/10

EXHIBIT A

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Attorneys for JPMorgan Chase Bank, N.A.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: PAULETTE KRELMAN, Debtor.	In Proceedings Under Chapter 7 of the United States Bankruptcy Code Case No. 07-10121 (MS)

AFFIDAVIT OF PAULETTE KRELMAN

Paulette Krelman, being duly sworn according to law, deposes and says:

1. I am over eighteen years of age and am competent to testify as to the matters set forth herein based upon personal knowledge and a review of my books and records.

2. On January 3, 2007, I filed, through counsel, a voluntary petition (the "Petition") for relief under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code").

3. In connection with the Petition, I filed, through counsel, a Schedule B-Personal Property, which schedule sets forth all of my personal property. I do not own any personal property other than that listed on Schedule B. A copy of Schedule B is attached hereto as **Exhibit 1**.

4. I do not own any real property.

5. I have no knowledge of any assets owned by Arthur Kupperman ("Kupperman"), PGB International, LLC ("PGB") and/or IFIG USA, INC. ("IFIG"), in excess of

$1,000.00 in the aggregate, except for the assets listed on **Exhibit 2** attached hereto.

6. I reaffirm the truth of the testimony that I provided in my Rule 2004 examination in the above-captioned bankruptcy case which was conducted on April 19, 2007.

7. I make this affidavit to induce Jeffrey A. Lester, as Chapter 7 Trustee of my bankruptcy estate, Merrill Lynch Commercial Finance Corp. ("MLCFC"), the assignee of the interest of Merrill Lynch Business Financial Services Inc., and JPMorgan Chase Bank, N.A. ("Chase") to enter into a Stipulation and Consent Order Settling Objections to Exemptions and Objections to Discharge and Dischargeability, dated _________, 2008 (the "Stipulation") settling all of the objections that the Chapter 7 Trustee, MLCFC and Chase have to the property listed as exempt in my Petition, and to my discharge and dischargeability.

8. I am making a payment of $540,000.00 (the "Settlement Amount") to the Chapter 7 Trustee in connection with the aforementioned settlement, in the manner and at the time set forth in the Stipulation.

9. I understand that if any representation contained in this affidavit is materially false or materially misleading, or if I fail to comply with any other obligation set forth in the Stipulation, then: (i) the settlement with the Chapter 7 Trustee, MLCFC and Chase memorialized in the Stipulation is null and void, and the Settlement Amount will not be returned to me under any circumstances; (ii) any and all terms, conditions or provisions of the Stipulation inuring to my benefit and/or the benefit of my representatives, agents, attorneys, servants, administrators, heirs, executors, beneficiaries and assigns shall thereupon be null and void (and without limitation of the foregoing, paragraph 9 of this Stipulation shall thereupon be null and void and paragraphs 14, 15 and 16 of this Stipulation, to the extent that they inure to my benefit and/or the benefit of my representatives, agents, attorneys, servants, administrators, heirs,

executors, beneficiaries and assigns, shall also thereupon be null and void); (iii) I consent to reinstatement of the above-captioned action, if and as necessary, and to the entry of judgment against me and in favor of MLCFC in the amount of $4,035,716.92, representing the principal amount owed to MLCFC, less any amounts paid to MLCFC after execution of the Stipulation and in satisfaction of the loan that MLCFC made to PITTRA G.B. International, Inc., plus interest at the rate of ten percent (10%) from the date of the Stipulation until the date of entry of the judgment, plus all reasonable legal fees and costs incurred by MLCFC in connection with the above-captioned action (the "MLCFC Judgment"), which MLCFC Judgment is attached hereto as **Exhibit B** to the Stipulation, and such MLCFC Judgment shall accrue interest at the rate of ten percent (10%) per annum from the date of its entry; (iv) I consent to reinstatement of the above-captioned action, if and as necessary, and to the entry of judgment against me and in favor of Chase in the amount of $2,609,277.60, representing the principal amount owed to Chase, less any amounts paid to Chase after execution of the Stipulation and in satisfaction of the loan that Chase made to PGB International LLC, plus interest at the rate of ten percent (10%) from the date of the Stipulation until the date of entry of the judgment, plus all reasonable legal fees and costs incurred by Chase in connection with the above-captioned action (the "Chase Judgment" and, together with the MLCFC Judgment, the "Judgments"), which Chase Judgment is attached hereto as **Exhibit C** to the Stipulation, and such Chase Judgment shall accrue interest at the rate of ten percent (10%) per annum from the date of its entry; (v) MLCFC shall have the absolute and unconditional right to seek to enter, file and enforce the MLCFC Judgment; (vi) Chase shall have the absolute and unconditional right to seek to enter, file and enforce the Chase Judgment; (vii) I waive to the fullest extent allowed and/or necessary, any and all defenses created by the passage of time, including, but not limited to, statutes of limitation and laches; (viii) I waive to the fullest extent allowed and/or necessary any discharge that I obtain against any and all claims of MLCFC and Chase in the above-captioned Bankruptcy case or any subsequent proceeding under the Bankruptcy Code, together with any and all defenses relating to any discharge that I obtain in the above-captioned Bankruptcy case or any subsequent proceeding under the Bankruptcy Code; and (ix) I consent to the revocation of any discharge that I obtain against any and all claims of MLCFC and Chase in the above-captioned Bankruptcy case or any subsequent proceeding under the Bankruptcy Code.

10. I further understand that the failure to disclose my ownership of real or personal property with an aggregate fair market value equal to or in excess of $10,000 is *per se* materially false and materially misleading.

11. I agree to cooperate with MLCFC and Chase in connection with MLCFC's and Chase's claims against PGB, IFIG, Kupperman, Arthur Krelman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, AK Capital and any other entity controlled directly or indirectly by Kupperman, including, without limitation, responding to discovery, both formal and informal, and providing affidavits, and agree not to assert the Fifth Amendment Privilege against self-incrimination in connection with any request for cooperation. I also agree to inform MLCFC and Chase of the location of any and all assets of PGB, IFIG, Kupperman, Arthur Krelman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, AK Capital and any other entity controlled directly or indirectly by Kupperman, and agree to supplement this information if I subsequently learn the location of any assets. My obligation to cooperate with MLCFC and Chase and to identify the location of any and all assets of PGB, IFIG, Kupperman,

Arthur Krelman, PGB International, Inc., G.B. International, Inc., Allied Trading International Corp., Industrial Food Ingredients Group International, Inc., Biz Link, LLC, AK Capital and any other entity controlled directly or indirectly by Kupperman, shall be ongoing. I understand that in connection with any request for cooperation, MLCFC and Chase agree to reimburse the reasonable out-of-pocket expenses that I incur in responding to the request and for which I provide verification, provided that such out-of-pocket expenses shall not include any attorneys' fees, costs or lost earnings incurred by or on behalf of me.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this affidavit are true.

____
Paulette Krelman

Dated: May 30 2008

Sworn to and subscribed before
me this 30 day of ~~April,~~ May 2008.

____
Notary Public
Attorney-at-Law
State of NJ

HF 3934549v.7 #04055/0002 05/19/2008

EXHIBIT 1

B6B (Official Form 6B) (12/07)

In re Paulette Krelman
Debtor

Case No. 07-10121
(If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See. 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY AS OF MAY 1, 2008	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Cash on hand		
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking Account No. 1471070891 (approximate amount) Sovereign Bank Parsippany, NJ		200.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Miscellaneous household goods and furnishings		5,000.00
5. Books. Pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Miscellaneous books, pictures, etc.		500.00
6. Wearing apparel.		Miscellaneous wearing apparel		1,000.00
7. Furs and jewelry.		Watches and bracelet		1,000.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)		Fidelity education account (approximate amount) Created by Ms. Krelman for the benefit of grandson and not owned by Ms. Krelman		8,000.00

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B6B (Official Form 6B) (12/07) -- Cont.

In re Paulette Krelman
Debtor

Case No. 07-10121
(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		Fidelity Investments IRA (not property of the estate) (approximate amount)		193,000.00
		Schwab SEP-IRA (not property of the estate) (approximate amount)		4,000.00
		Fidelity SEP-IRA (not property of the estate) (approximate amount)		3,000.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlement to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate or a decedent, death benefit plan, life insurance policy, or trust.		Beneficial interest in Krelman Trust (Established 1989) Not property of the estate based on restrictions on alienation. (Trust owns Morgan Stanley investment account having approximately $372,000, and townhouse in Mendham, New Jersey)		Unknown

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B6B (Official Form 6B) (12/07) -- Cont.

In re Paulette Krelman
Debtor

Case No. 07-10121
(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights of setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. §101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.		Alley cat		50.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

0 continuation sheets attached Total $ 215,750.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

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EXHIBIT 2

ASSETS OF ARTHUR KUPPERMAN, PGB INTERNATIONAL, AND IFIG,
(Observed by Paulette Krelman as of April 23, 2008)

I. As to Arthur Kupperman

Real property in Hamburg, New Jersey – unknown owner
Miscellaneous clothes of inconsequential value
Books
Watch and jewelry of inconsequential value
Motor vehicles: Jeep, Cadillac, Infiniti – vehicles may be leased
CD Player and CD
Camera
Computer

II. As to PGB International

Ms. Krelman has no knowledge

III. As to IFIG

Leased premises in Parsippany, NJ – 77 E. Halsey Road
Desks and chairs
Phone system – may be leased
Computers – may be leased
Fax and copier – may be leased
Coffee machine
Microwave
Miscellaneous office furniture
Filing cabinets
Sofa
Wastepaper baskets
Bank accounts
Accounts receivable
Miscellaneous supplies used in the business

Information is based only on observations and not on any specific knowledge, as Ms. Krelman has no special knowledge, including the actual owner of any such observed assets.

EXHIBIT B

Paul Schafhauser
John M. August
HERRICK, FEINSTEIN LLP
One Gateway Center
Newark, New Jersey 07102
(973) 274-2000
Attorneys for JPMorgan Chase Bank, N.A.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: PAULETTE KRELMAN, Debtor.	In Proceedings Under Chapter 7 of the United States Bankruptcy Code Case No. 07-10121 (MS)

FINAL CONSENT JUDGMENT IN FAVOR OF MERRILL LYNCH COMMERCIAL FINANCE CORP.

This matter having been opened to the Court by the attorneys for Merrill Lynch Commercial Finance Corp. ("MLCFC"), the assignee of the interest of Merrill Lynch Business Financial Services Inc., and the attorneys for JPMorgan Chase Bank, N.A. ("Chase"); and it appearing to the Court that debtor Paulette Krelman ("Krelman") has consented to the relief sought herein;

WHEREAS, Krelman, MLCFC, Chase and Jeffrey A. Lester as Chapter 7 Trustee of Krelman's bankruptcy estate (the "Chapter 7 Trustee" and, together with MLCFC, Chase and Krelman, the "Parties") executed a Stipulation and Consent Order, dated _______________ 2008 (the "Stipulation") in order to resolve claims against Krelman as detailed in the Stipulation; and

WHEREAS, Krelman provided an affidavit in connection with the settlement memorialized in the Stipulation (the "Affidavit"); and

---

WHEREAS, in the Stipulation, Krelman agreed that if any representation contained in the Affidavit is materially false or materially misleading, or if Krelman fails to comply with any of the other obligations set forth therein, then Krelman consents to the entry of judgment against her and in favor of MLCFC in the amount of $4,035,716.92, less any amounts paid to MLCFC after execution of the Stipulation and in satisfaction of the loan that MLCFC made to PITTRA G.B. International, Inc., plus interest at the rate of ten percent (10%) from the date of the Stipulation through the date of entry of the judgment, plus all reasonable legal fees and costs incurred by MLCFC in connection with this action; and

WHEREAS, it being determined by the Court that a representation contained in the Affidavit is materially false or materially misleading;

NOW THEREFORE, it is on this ___ day of _______________, 20__,

ORDERED AND ADJUDGED that judgment shall be and hereby is entered in favor of MLCFC against debtor Paulette Krelman in the amount of $____________________, which equals $4,035,716.92, less any amounts paid to MLCFC after execution of the Stipulation and in satisfaction of the loan that MLCFC made to PITTRA G.B. International, Inc., together interest at the rate of ten percent (10%) from the date of the Stipulation through the date of this judgment, with interest to accrue thereafter at the rate of ten percent (10%) per annum, plus all reasonable legal fees and costs incurred by MLCFC in connection with this action, with costs to be taxed.

____
U.S.B.J.

FINAL CONSENT JUDGMENT IN FAVOR OF MERRILL LYNCH COMMERCIAL FINANCE CORP.

The undersigned hereby consent to the Form and entry of the within Judgment

RABINOWITZ, LUBETKIN & TULLY
Attorneys for Paulette Krelman

By:____________________________ Dated: 5/30, 2008
Jay L. Lubetkin

HERRICK, FEINSTEIN LLP
Attorneys for JPMorgan Chase Bank, N.A.

By:____________________________ Dated: 6/9, 2008
John M. August

VEDDER PRICE P.C.
Attorneys for Merrill Lynch Commercial Finance Corp.

By:____________________________ Dated:______________, 2008
Michael M. Eidelman

The undersigned hereby consent to the
Form and entry of the within Judgment

RABINOWITZ, LUBETKIN & TULLY
Attorneys for Paulette Krelman

By:______________________ Dated: 5/30, 2008
Jay L. Lubetkin

HERRICK, FEINSTEIN LLP
Attorneys for JPMorgan Chase Bank, N.A.

By:______________________ Dated: 6/9, 2008
John M. August

VEDDER PRICE P.C.
Attorneys for Merrill Lynch Commercial Finance Corp.

By:______________________ Dated: 6/9, 2008
Michael M. Eidelman

EXHIBIT C

Paul Schafhauser
John M. August
HERRICK, FEINSTEIN LLP
One Gateway Center
Newark, New Jersey 07102
(973) 274-2000
Attorneys for JPMorgan Chase Bank, N.A.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: PAULETTE KRELMAN, Debtor.	In Proceedings Under Chapter 7 of the United States Bankruptcy Code Case No. 07-10121 (MS)

FINAL CONSENT JUDGMENT IN
FAVOR OF JPMORGAN CHASE BANK, N.A.

This matter having been opened to the Court by the attorneys for Merrill Lynch Commercial Finance Corp. ("MLCFC"), the assignee of the interest of Merrill Lynch Business Financial Services Inc., and the attorneys for JPMorgan Chase Bank, N.A. ("Chase"); and it appearing to the Court that debtor Paulette Krelman ("Krelman") has consented to the relief sought herein;

WHEREAS, Krelman, MLCFC, Chase and Jeffrey A. Lester as Chapter 7 Trustee of Krelman's bankruptcy estate (the "Chapter 7 Trustee" and, together with MLCFC, Chase and Krelman, the "Parties") executed a Stipulation and Consent Order, dated ______________ 2008 (the "Stipulation") in order to resolve claims against Krelman as detailed in the Stipulation; and

WHEREAS, Krelman provided an affidavit in connection with the settlement memorialized in the Stipulation (the "Affidavit"); and

WHEREAS, in the Stipulation, Krelman agreed that if any representation contained in the Affidavit is materially false or materially misleading, or if Krelman fails to comply with any of the other obligations set forth therein, then Krelman consents to the entry of judgment against her and in favor of Chase in the amount of $2,609,277.60, less any amounts paid to Chase after execution of the Stipulation and in satisfaction of the loan that Chase made to PGB International LLC, plus interest at the rate of ten percent (10%) from the date of the Stipulation through the date of entry of the judgment, plus all reasonable legal fees and costs incurred by Chase in connection with this action; and

WHEREAS, it being determined by the Court that a representation contained in the Affidavit is materially false or materially misleading;

NOW THEREFORE, it is on this ___ day of _______________, 20__,

ORDERED AND ADJUDGED that judgment shall be and hereby is entered in favor of Chase against debtor Paulette Krelman in the amount of $____________________, which equals $2,609,277.60, less any amounts paid to Chase after execution of the Stipulation and in satisfaction of the loan that Chase made to PGB International LLC, together interest at the rate of ten percent (10%) from the date of the Stipulation through the date of this judgment, with interest to accrue thereafter at the rate of ten percent (10%) per annum, plus all reasonable legal fees and costs incurred by Chase in connection with this action, with costs to be taxed.

____
U.S.B.J.

The undersigned hereby consent to the
Form and entry of the within Judgment

RABINOWITZ, LUBETKIN & TULLY
Attorneys for Paulette Krelman

By:____________________ Dated: 5/30, 2008
Jay L. Lubetkin

HERRICK, FEINSTEIN LLP
Attorneys for JPMorgan Chase Bank, N.A.

By:____________________ Dated: 6/9, 2008
John M. August

VEDDER PRICE P.C.
Attorneys for Merrill Lynch Commercial Finance Corp.

By:____________________ Dated:____________, 2008
Michael M. Eidelman

FINAL CONSENT JUDGMENT IN FAVOR OF JPMORGAN CHASE BANK, N.A.

The undersigned hereby consent to the
Form and entry of the within Judgment

RABINOWITZ, LUBETKIN & TULLY
Attorneys for Paulette Krelman

By:____________________
Jay L. Lubetkin

Dated: 5/30, 2008

HERRICK, FEINSTEIN LLP
Attorneys for JPMorgan Chase Bank, N.A.

By:____________________
John M. August

Dated: 6/9, 2008

VEDDER PRICE P.C.
Attorneys for Merrill Lynch Commercial Finance Corp.

By:____________________
Michael M. Eidelman

Dated: 6/9, 2008